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Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum and petroleum products and at Lessee's option for the conduct of any other lawful business thereon.

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It is agreed that Lessee shall, subject to all applicable laws and governmental regulations and restrictions on construction of the type herein contemplated, erect and construct service station buildings and improvements on said leased premises at its expense and in accordance with plans and specifications approved by Lessee, subject to the following terms and conditions:

(a) Lessee shall, within ninety (90) days after the recordation of this lease in the Public Records of the County in which said premises are situate, cause a title insurance binder committed to insuring Lessee's leasehold interest herein to be secured from a title insurance company of its own choosing or, at its option, Lessee may cause the title to said premises to be examined by an attorney of its own choosing, which binder or opinion of attorney shall show Lessee to hold a valid Lease Agreement on the above described property, which is otherwise free and clear of all liens and encumbrances, with marketable fee simple title vested in Lessor. Upon receipt of said title insurance binder, or opinion of attorney, Lessee shall certify in writing to Lessor any defects in title, and should any defects be so certified, Lessor shall have a reasonable time after receipt of said certification, not exceeding thirty (30) days thereafter, in which to correct same, and after such time, if such defects are not corrected, or have not been waived by Lessee, or if the title is found to be defective and unmarketable of record, or if a survey of the premises, to be made by Lessee shows a material deficiency in land, or if at any time prior to or subsequent to said ninety (90) day period Lessee should fail to secure the necessary licenses and permits for the proper use of said premises, either for construction of contemplated buildings and improvements or for the conduct of business on said premises, or if the necessary licenses and permits are procured and for any reason are cancelled or revoked by the issuing authorities, Lessee may cancel this lease at its

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